SUPREME COURT OF THE UNITED STATES.

No. 177.—October Term, 1925.

Emma White, Appellant, *vs.* The United States of America and Lucy Reeves.	Appeal from the District Court of the United States for the Eastern District of Virginia.

[March 1, 1926.]

Mr. Justice Holmes delivered the opinion of the Court.

George White, a soldier in the American army during the late war, on July 1, 1918, took out insurance upon his life for $10,000 under the War Risk Insurance Act of October 6, 1917, c. 105, Article IV, § 400; 40 Stat. 398, 409. He designated his mother, the appellant, as beneficiary, but by a letter of the same date, since established as his will, he provided that one-half of the sums paid should go to his aunt, Lucy Reeves, who at that time was not among those to whom the statute allowed the policy to be made payable. § 401. He died on October 4, 1918, and thereafter monthly instalments of $57.50 were paid to the mother through January, 1921. The award of the whole to her then was suspended on the ground that by the will the aunt was entitled to one-half. The Act of December 24, 1919, c. 16, § 13; 41 Stat. 371, 375, had enlarged the permitted class of beneficiaries to include aunts among others and had provided that the section should be deemed to be in effect as of October 6, 1917, and, with proper safeguards, that awards of insurance should be revised in accordance with the amended act. On October 9, 1923, the mother filed a petition under § 405 of the Act of 1917 and the Act of May 20, 1918, c. 77; 40 Stat. 555, to establish her claim to the whole, and set up that to give effect to the Act of 1919 would be to deprive her of her property without due process of law contrary to the Constitution of the United States. The District Court decided in favor of the aunt. 299 Fed. Rep. 855. Mrs. White appealed to this Court in August, 1924, and it fairly may be assumed that the Act of March

4, 1925, c. 553; 43 Stat. 1302, 1303, giving the appellate jurisdiction to the Circuit Court of Appeals does not apply.

Mrs. White's argument, of course, is that, although the statute allowed a beneficiary to be named by will, it did not extend the benefit to aunts, so that her son's will was ineffective at the time when it was established; that therefore the mother's interest vested as absolute at the son's death, and could not be defeated by later legislation. But this argument fails when the precise position of the parties is understood.

The certificate of insurance provided in terms that it should be "subject in all respects to the provision of such Act [of 1917], of any amendments thereto, and of all regulations thereunder, now in force or hereafter adopted, all of which, together with the application for this insurance, and the terms and conditions published under authority of the Act, shall constitute the contract". These words must be taken to embrace changes in the law no less than changes in the regulations. The form was established by the Director with the approval of the Secretary of the Treasury and on the authority of Article I, § 1, and Article IV, § 402, of the Act, which, we have no doubt, authorized it. The language is very broad and does not need precise discussion when the nature of the plan is remembered. The insurance was a contract, to be sure, for which a premium was paid, but it was not one entered into by the United States for gain. All soldiers were given a right to it and the relation of the Government to them if not paternal was at least avuncular. It was a relation of benevolence established by the Government at considerable cost to itself for the soldier's good. It was a new experiment in which changes might be found necessary, or at least, as in this case, feasible more exactly to carry out his will. If the soldier was willing to put himself into the government's hands to that extent no one else could complain. The only relations of contract were between the Government and him. White's mother's interest at his death was vested only so far as he and the Government had made it so, and was subject to any conditions upon which they might agree. They did agree to terms that cut her rights down to one-half. She is a volunteer and she cannot claim more. See *Helmholz* v. *United States*, 294 Fed. Rep. 417, affirming 283 Fed. Rep. 600. *Gilman* v. *United States*, 294 Fed. Rep. 422, affirming 290 Fed. Rep. 614.

Judgment affirmed.